

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Jeffrey I. Golden, State Bar No. 133040 jgolden@wglp.com</p> <p>Kerry A. Moynihan, State Bar No. 250571 kerry@kamlegal.com</p> <p>WEILAND GOLDEN GOODRICH LLP 650 Town Center Drive, Suite 600 Costa Mesa, California 92626 Telephone: (714) 966-1000 Facsimile: (714) 966-1002</p> <p><input type="checkbox"/> <i>Individual appearing without attorney</i> <input checked="" type="checkbox"/> <i>Attorney for: Thomas H. Casey, Chapter 7 Trustee</i></p>	<p>FOR COURT USE ONLY</p>
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION	
In re: ICE ENERGY HOLDINGS, INC., a Delaware corporation,	CASE NO.: 8:19-bk-14865-MW CHAPTER: 7
Debtor(s).	NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 02/19/2020	Time: 9:00 am
Location: United States Bankruptcy Court, Courtroom 6C, 411 West Fourth Street, Santa Ana, California 92701	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 02/05/2020

Description of property to be sold:

All of the Estate's right, title and interest in and to substantially all personal property (tangible and intangible) owned, leased, used or held by the Debtor prior to the Petition Date in connection with the Debtor's business.

Terms and conditions of sale:

Sale is "as-is, where-is," without representation or warranty, subject to any and all liens, claims and interests pursuant to 11 U.S.C. Section 363(b) and subject to Bankruptcy Court approval. Subject to overbid. See attached notice of hearing.

Proposed sale price: See attached notice of hearing.

Overbid procedure (if any): See separately filed Bidding Procedures Motion.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Sale Date: February 19, 2020, 9:00 a.m.

Location

United States Bankruptcy Court

Central District of California, Santa Ana Division

411 West Fourth Street, Courtroom 6C

Santa Ana, California 92701

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Jeffrey I. Golden, jgolden@wglp.com

Kerry A. Moynihan, kerry@kamlegal.com

WEILAND GOLDEN GOODRICH LLP

650 Town Center Drive, Suite 600

Costa Mesa, California 92626

Telephone: (714) 966-1000

Facsimile: (714) 966-1002

Date: 01/24/2020

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Attorneys for Chapter 7 Trustee
Thomas H. Casey

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re
ICE ENERGY HOLDINGS, INC., a
Delaware corporation,

Debtor.

Case No. 8:19-bk-14865-MW
Chapter 7

**NOTICE OF HEARING ON CHAPTER 7
TRUSTEE'S MOTION FOR ORDER:**

- (1) **APPROVING ASSET PURCHASE AGREEMENT AND AUTHORIZING SALE OF DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS PURSUANT TO 11 U.S.C. § 363(b) AND (f);**
- (2) **APPROVING COMPROMISE OF SECURED CREDITOR'S CLAIM PURSUANT TO F. R. BANKR. PROC. 9019;**
- (3) **REJECTING OR ASSUMING AND ASSIGNING CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES;**
- (4) **APPROVING BUYER, SUCCESSFUL BIDDER, AND ANY BACK-UP BIDDERS, AS GOOD-FAITH PURCHASERS PURSUANT TO 11 U.S.C. § 363(m);**
- (5) **AUTHORIZING PAYMENT OF UNDISPUTED LIENS AND OTHER ORDINARY COSTS OF SALE, EXCEPT AS TO PURPORTED JUNIOR SECURED CREDITORS**

DATE: February 19, 2020
TIME: 9:00 a.m.
PLACE: Courtroom 6C
411 W. Fourth Street
Santa Ana, CA 92701

1 **TO THE OFFICE OF THE UNITED STATES TRUSTEE; THE DEBTOR; THE**
2 **DEBTOR'S COUNSEL; AND ALL OTHER INTERESTED PARTIES AND POTENTIAL**
3 **BUYER(S):**

4 **PLEASE TAKE NOTICE** that on February 19, 2020, at 9:00 a.m. or as soon
5 thereafter as the matter may be heard, the Court will conduct a hearing ("Hearing") in the
6 above-captioned Court on the *Motion for Order: (1) Approving Asset Purchase Agreement*
7 *and Authorizing Sale of Debtor's Assets Free and Clear of Liens, Claims, and Interests*
8 *Pursuant to 11 U.S.C. § 363(b) and (f); (2) Approving Compromise of Secured Creditor's*
9 *Claim Pursuant to Federal Rule of Bankr. Procedure 9019; (3) Rejecting or Assuming and*
10 *Assigning Certain Executory Contracts and Unexpired Leases; (4) Approving Buyer,*
11 *Successful Bidder, and any Back-Up Bidders, as Good Faith Purchasers Pursuant to*
12 *11 U.S.C. § 363(m); and (5) Authorizing Payment of Undisputed Liens and Other Ordinary*
13 *Costs of Sale; Memorandum of Points and Authorities; Declarations of Thomas H. Casey*
14 *and Michael J. Weiland in Support ("Motion")* filed by Thomas H. Casey, the duly qualified,
15 appointed, and acting Chapter 7 Trustee ("Trustee") of the bankruptcy estate ("Estate") of
16 the above-captioned Debtor ("Debtor").

17 **Summary of Motion**

18 Through the Motion, the Trustee seeks an order approving the sale ("Sale") to ACP
19 Thule Investments, LLC ("Buyer"), whose address is c/o ARGO Infr, 650 Fifth Avenue,
20 17F, New York, NY 10019-6108, and Ice Bear SPV #1, LLC ("Ice Bear"), a wholly owned
21 subsidiary of Buyer, subject to overbid by other prospective purchasers, all rights, titles
22 and interests of the Estate in and to substantially all personal property (tangible and
23 intangible), owned, leased, used or held by Debtor prior to the Petition Date in connection
24 with the Business ("Assets"¹), including: (1) inventory, finished goods, work in progress,
25 materials, parts, supplies, equipment, shipping materials, patents, trademarks, copyrights,
26 licenses, technologies, marketing materials, intellectual property, packaging materials and
27 open purchase orders ("Business Assets"); (2) the real property leases ("Assigned
28 Leases"); and (3) the executory contracts, if any, ("Assigned Contracts"); but **not** any
Excluded Assets or Excluded Liabilities, as a sale and conveyance free and clear of Liens
and Interests pursuant to 11 U.S.C. §§ 363(b) and (f), on the terms and conditions stated
in the asset purchase agreement ("Agreement") attached to the Motion as **Exhibit 1**, for
the purchase price ("Purchase Price") of \$3,500,000.00, plus release of Buyer and Ice
Bear, effective upon the closing of the Proposed Sale ("Closing"), of all unsecured Claims
held by them against the Estate.

29 **Background**

30 On December 17, 2019, Debtor filed a voluntary skeletal petition for relief under
31 Chapter 7 of Title 11 of the United States Code. Thomas H. Casey was duly appointed as
32 the Chapter 7 Trustee. On December 30, 2019, Debtor filed its Schedules and Statement
33 of Financial Affairs.

34 Debtor is a corporation organized under the laws of the State of Delaware with its
35 principal place of business in California. Prior to the Petition Date, the Debtor developed,
36 manufactured, distributed, installed, and maintained specialized the Units, with each being
37 paired with one or more HVAC Units sourced by Debtor from a third-party manufacturer.
38 The Units are designed to significantly reduce utility costs by using electricity purchased at

39 ¹ All capitalized terms have the same meaning or definition as the capitalized terms in the Motion.

1 lower “off-peak” nighttime utility rates to cool refrigerant and create ice for daytime use in
2 large commercial and industrial air conditioning applications.

3 In or about June 2018, Debtor entered into a Master Goods and Services
4 Agreement (“MGSA”) with Ice Bear, a wholly owned subsidiary of Buyer, pursuant to
5 which Debtor was to manufacture, install, and deliver all goods and services that Ice Bear
6 required in order to perform under various agreements between Ice Bear and Southern
7 California Edison (“SCE”) (“Energy Service Agreements” or “ESAs”), including, but not
8 limited to, customer acquisition, manufacturing and installation of the Ice Bear Units, and
9 post-installation inspections, maintenance, and repairs.

10 Debtor’s Schedules list potentially significant assets. In addition to approximately
11 \$110,000 in cash, some or all of which might be encumbered, Debtor listed numerous
12 assets, including:

- 13 • Inventory of a total value in excess of \$11 million, consisting of
14 approximately \$6 million in Ice Bear Units, \$4.4 million in “Installation and
15 Service Parts”, and \$771,000 for Ice Bear Units “needing rework”;
- 16 • Various intellectual property, namely 16 US patents and 32 international
17 patents, valued at \$9.4 million;
- 18 • Various machinery valued at approximately \$215,000.

19 In or about February 5, 2016, Debtor and DHN Capital, LLC dba Nations Interbank
20 (“Nations”) entered into a factoring and security agreement pursuant to which Nations
21 agreed to provide Debtor with up to \$1,000,000 of funding, secured by all of the Debtor’s
22 assets. On or about February 10, 2016, Nations perfected its security interest in all of the
23 Debtor’s assets by filing a UCC Financing Statement with the Delaware Department of
24 State as Document No. 2016 0811040.

25 In or about December 2019, Ice Bear purchased Nations’ claim, and on December
26 17, 2019, Ice Bear recorded a UCC-3 Statement amending the UCC Financing Statement
27 to reflect Ice Bear as the secured party. Ice Bear asserts the current amount of its secured
28 claim is \$1,297,665.49 (“Secured Claim”).

However, on or about October 9, 2019, Ice Bear recorded additional UCC financing
statements in Delaware and California, which Debtor asserts were unauthorized and not
supported by any underlying security agreement (“Unauthorized UCCs”). As part of the
Sale Agreement, immediately following execution, Ice Bear is required to immediately
release and terminate the Unauthorized UCCs, regardless of whether Buyer is the
Successful Purchaser.

21 **Terms of Compromise and Sale Agreement**

22 The salient terms of the compromise and Sale Agreement are as follows:

23 1. The Agreement is contingent upon Bankruptcy Court approval of this Motion
24 and the Agreement, as well as the Bidding Procedures, Break-Up Fee and Expense
25 Reimbursement. If Court approval is not received by February 28, 2020, the Parties may,
26 but are not required to, rescind the Agreement such that it will have no binding effect on
27 the Parties.

28 2. The Purchase Price of the Sale Assets consists of the following:

- a. Buyer’s assumption of the Assigned Liabilities;
- b. Buyer’s obligations under the Trust Agreement;
- c. Buyer and Ice Bear’s waiver of the Conditionally Waived Unsecured
Claims, as set forth in Section 3.7 of the Agreement;
- d. Buyer’s payment of Cure Costs pursuant to Section 3.4;

1 e. The Carve-Out, as described in Section 5.4; and
2 f. Payment of \$3,500,000, comprised and payable by Buyer to Seller as
follows, and subject to overbid:
3 i. On or prior to on the Execution Date, the Initial Deposit in the
amount of \$350,000.00, by way of cashier's check;
4 ii. A credit bid of Buyer Secured Claim, as defined in the
agreement, in the amount of \$1,297,665.49; and
5 iii. Prior to or at Closing, the Final Deposit of \$1,852,334.51.
6 3. The sale of the Sale Assets is subject to overbid, and the specific
procedures for overbidding shall be determined by the Bankruptcy Court in advance of the
hearing on this Sale Motion in its Bidding Procedures, Break-Up Fee and Expense
Reimbursement Approval Order;
7 4. Under the terms set forth in the Agreement, Buyer's Secured Claim will be
deemed allowed in the amount of \$1,297,665.49 and secured as a first priority lien against
8 all assets pledged by Debtor to secure the Secured Claim, and shall be credit bid in its
entirety toward the Purchase Price and deemed satisfied and paid;
9 5. As set forth more specifically in the Agreement and in the Trust Motion filed
concurrently herewith, Buyer shall i) take immediate possession of the Trust HVACS, and
10 thereafter hold the Trust HVACS, in trust, for the benefit of the Estate, pending the Closing
or the consummation of an Alternative Transaction, ii) cause those Trust HVACS to be
11 removed from the Trust Premises before the Trust Removal Deadline, iii) use
commercially reasonable good faith best efforts to properly, safely and securely store the
12 Trust HVACS pending the Closing or consummation of an Alternative Transaction, iv)
advance payment to the Trust Premises Lessor; v) and maintain liability insurance in
13 accordance with the Agreement;
14 6. Notwithstanding the foregoing, Buyer is may directly pay any Ordinary
Course Expenses reasonably necessary to preserve and maintain the Sale Assets,
including any moving, storage, security service, utility costs, rents, and internet service
15 provider fees, not otherwise paid by Buyer under the Trust Agreement;
16 7. Trustee may utilize the Initial Deposit to fund the payment by the Estate of
any Ordinary Course Expenses, with the prior written consent of Buyer, and in the event
17 any portion of the Initial Deposit is used by Trustee to pay any expenses payable by Buyer
under the Agreement, Buyer will promptly replace the portion of the Initial Deposit so
18 applied, which replacement will not reduce or be credited toward the payment of the
Purchase Price;
19 8. As set forth in the Agreement, any and all cure payments or adequate
protection payments will be paid by Buyer; provided however, that in the event of an
Alternative Transaction, Buyer will be entitled to include any adequate protection
20 payments in Buyer's Expense Reimbursement;
21 9. In the event the Sale is terminated on account of Buyer's default, Trustee
and the Estate are entitled to keep and retain the entire Initial Deposit in the amount of
\$350,000 as liquidated damages, and Buyer's Secured Claim will be subject to the
22 Carve-Out set forth in Section 5.4;
23 10. As set forth in Section 3.7 of the Agreement, effective upon Closing, Buyer
and Ice Bear waive any right to recovery from the Estate, including any recovery on
account of the Conditionally Waived Unsecured Claims;
24 11. if Buyer is the successful purchaser, effective upon Closing, Trustee and
the Estate shall be deemed to have waived and released their claims against Buyer and
25 Ice Bear, and Buyer and Ice Bear shall be deemed to have waived any claims against the
Debtor, Trustee, and the Estate;
26 12. Buyer shall release, terminate and otherwise remove from record its
separate UCC Financing Statements recorded with the California Secretary of State on
27 October 19, 2019 and with the Delaware Department of State on October 9, 2019;
28 13. The Sale is "as is, where is," and free and clear of all liens and interests
pursuant to 11 U.S.C. § 363(b) and (f);

14. Trustee requests that the Court determine Buyer to be a good faith purchaser within the meaning of 11 U.S.C. § 363(m);

15. The Sale is subject to Bankruptcy Court approval and entry of a Final Order granting this Motion;

16. The leases described in Exhibit B and the executory contracts, if any, described in Exhibit C, shall be assumed and assigned pursuant to 11 U.S.C. § 365(a), and Buyer shall have thirty (30) days to designate any executory contracts as assumed and assigned or as excluded, and designate any other Excluded Assets and Excluded Liabilities;

17. Upon Notice of request by Seller, Buyer will fund the cost, not to exceed \$100,000.00 absent Buyer's further written approval ("Investigation Payment"), of Seller's investigation of potential claims against Debtor's current and former directors and officers (or related insurance) ("D&O Claims");

18. The Purported Junior Secured Claims will be subject to the proof of claim filing requirements established in the Bankruptcy Case. If the Seller does not contest a Purported Junior Secured Claim or the related liens within thirty (30) days of the filing of that proof of claim, Buyer and Ice Bear have standing to do so; however, if within ninety (90) days of the proof of claim filing, no objection or challenge has been made, the Purported Junior Secured Claim will be deemed allowed and the holder will be entitled to its share of the Sale proceeds. The Sale proceeds that would go to pay the Purported Junior Secured Claims shall be held in escrow pending resolution of the Purported Junior Secured Claims as set forth in the Agreement;

19. If the Purported Junior Secured Claims are not allowed, any Sale proceeds that would otherwise be payable to Purported Junior Secured Claims shall first be used to reimburse Buyer for the Investigation Payment (if any and to the extent not already reimbursed), and then any remaining amount shall be distributed 70% to Ice Bear and 30% to the Estate;

20. Similarly, any proceeds of D&O Claims shall first be used to reimburse Buyer for the Investigation Payment (if any and to the extent not already reimbursed), and then any remaining amount shall be distributed 70% to Ice Bear and 30% to the Estate;

21. As set forth in the Bidding Procedures, Break-Up Fee and Expense Reimbursement Procedures, and subject to approval of the Bankruptcy Court, in the event that Buyer is not in breach or default of the Agreement, and an Alternative Transaction is consummated, then Trustee will pay to Buyer, solely from the proceeds of the Sale, as consideration for Buyer having incurred the costs of submitting a "stalking horse" offer and negotiating and executing the Agreement, the cash sum of \$105,000.00 (the "Break-Up Fee") or such lesser sum as may be approved by the Bankruptcy Court, and Buyer's Expense Reimbursement, if and as approved by the Bankruptcy Court.

22. Seller agrees not to raise through Closing, and to waive effective upon Closing, any claims, including Avoidance Claims, against customers or vendors of the Business, including Crucial Vendors;

23. Releases as set forth in the Agreement.

The complete terms of the Agreement are set out in the *Asset Purchase Agreement* attached to the Motion as Exhibit "1."

Marketing and Value of the Property

Based on the nature of the Debtor's assets, Trustee believes that the proposed Sale, with the opportunity for overbid, is in the best interest of the Estate and will result in the highest and best recovery for the Estate. Trustee and his counsel have engaged in extensive conversations with at least two potential purchasers for the Debtor's assets, and Trustee continues to encourage interest in the assets and solicit other potential purchasers to submit overbids. Based on the interest in the Property, Trustee determined

that it would be possible to sell the Property without the services of a broker, thus saving the Estate unnecessary administrative expenses.

Moreover, Trustee is conscious of the fact that any substantial delay in the sale process may likely result in the loss of Buyer's offer. As set forth herein, the Ice Bear Units were manufactured, and the HVACs ordered, specifically to meet the requirements of Ice Bear's ESAs, and are not as readily marketable or easily liquidated as the HVAC Units. Moreover, Buyer asserts it holds a significant unsecured claim against the Estate, which is being waived as part of the Agreement with Buyer.

Under the circumstances, given the nature and specialization of certain of the Debtor's assets, the reason for Buyer's interest in the Sale Assets, and the current lack of unencumbered funds for the Estate to protect and preserve the Debtor's assets, Trustee believes that a prolonged marketing period are not in the best interests of the Estate. This expeditious sale is the best chance of recovery for unsecured creditors. Other potential buyers have been informed that they will have an opportunity to overbid.

Liens, Claims, and Interests

Trustee seeks to sell the Property free and clear of any and all liens, claims, and interests. Trustee conducted a search of public records with the California and Delaware Secretary of State, which revealed the following UCC filings ("Liens"):

Date	Secured Party	State	Filing No.	Status/Comments/Amount
02/10/16	Ice Bear SPV #1 (previously DHN Capital, LLC)	DE	2016 0811040 2019 9004560	Assignment recorded 12/17/2019 \$1,297,665.49
04/21/17	Diane Stewart	DE	2017 2633136	Scheduled as \$457,780.00
05/03/17	Royal Bank America Leasing, LP	DE	2017 2910468	Not scheduled. Debtor believes this lien was paid in full. Any claim secured by certain tooling equipment
01/02/18	Secured Lender Solutions, LLC	DE	2018 0041836	Scheduled as \$3,932.94
10/19/19 10/09/19	Ice Bear SPV #1	CA DE	19-7739635585 2019 7067171	Disputed by Debtor as unauthorized filings – Ice Bear/ Buyer to terminate per Agreement
12/16/19	Joseph Draper	CA DE	19-7752285268 2019 8956562	Estimated at \$105,000
12/16/19	David Heatley	CA DE	19-7752285400 2019 8956786	Estimated at \$250,000
12/16/19	Minakami Trust	CA DE	19-7752285521 2019 8956968	Estimated at \$300,000
12/16/19	Voyager Ocean Ltd	CA DE	19-7752285763 2019 8957131	Estimated at \$35,000
12/16/19	David Zezza	CA DE	19-7752285884 2019 8957214	Estimated at \$375,000

Reservation of Rights

Except as set forth in the Sale Agreement, Trustee reserves the right to object to all or any portion of each and every claim or encumbrance that has been or will be asserted against the Property.

Based on the nature of the Debtor's assets, Trustee believes that the proposed Sale, with the opportunity for overbid, is in the best interest of the Estate and will result in the highest and best recovery for the Estate. Trustee and his counsel have engaged in extensive conversations with at least two potential purchasers for the Debtor's assets, and Trustee continues to encourage interest in the assets and solicit other potential purchasers to submit overbids. Based on the interest in the Property, Trustee determined that it would be possible to sell the Property without the services of a broker, thus saving the Estate unnecessary administrative expenses.

PLEASE TAKE FURTHER NOTICE that to the extent there is any tax liability to the Estate from the sale, Trustee is authorized, but not required, to pay such taxes from the Net Proceeds.

PLEASE TAKE FURTHER NOTICE that the Trustee will file a separate motion for approval of bidding procedures ("Bidding Procedure Motion"), which will be set for hearing pursuant to the Local Rules on seven (7) days' notice. The Sale shall be conducted according to the order on the Bidding Procedure Motion.

PLEASE TAKE FURTHER NOTICE that the Motion is made pursuant to 11 U.S.C. § 363(b)(1), and Federal Rules of Bankruptcy Procedure 6004 and 6006 on the grounds that, based on the Trustee's sound business justification, the Trustee believes the sale of the Assets as set forth herein is in the best interests of the Estate. Certain of the Assets are not readily marketable, and Trustee has not yet received any other written offers for the Assets, although Trustee has had some interested parties and may continue to solicit prospective overbidders.

PLEASE TAKE FURTHER NOTICE that any response to the Motion must conform with Local Bankruptcy Rule 9013-1(f)(1), must be filed with the Bankruptcy Court no less than 14 days prior to the above hearing date, and must be served no less than 14 days prior to the above hearing date on the Trustee's counsel at the address noted in the top left corner of the first page of this Notice. Pursuant to Local Bankruptcy Rule 9013-1(h), the failure to timely file and serve an opposition to the Motion may be deemed by the Court to be consent to the relief requested in the Motion.

PLEASE TAKE FURTHER NOTICE that any party requesting a copy of the Motion or any supporting documents filed with the Court with respect to the Motion may contact counsel for the Trustee, Jeffrey I. Golden, Weiland Golden Goodrich LLP, by email at jgolden@wglp.com, by mail at 650 Town Center Drive, Suite 600, Costa Mesa, California 92626, or by telephone at (714) 966-1000.

Dated: January 24, 2020

WEILAND GOLDEN GOODRICH LLP

By: /s/ JEFFREY I. GOLDEN
JEFFREY I. GOLDEN
KERRY MOYNIHAN
Attorneys for Chapter 7 Trustee,
Thomas H. Casey

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

650 Town Center Drive, Suite 600, Costa Mesa, California 92626

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF HEARING ON CHAPTER 7 TRUSTEE'S MOTION FOR ORDER:(1)APPROVING ASSET PURCHASE AGREEMENT AND AUTHORIZING SALE OF DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS PURSUANT TO 11 U.S.C. § 363(b) AND (f);(2)APPROVING COMPROMISE OF SECURED CREDITOR'S CLAIM PURSUANT TO F. R. BANKR. PROC. 9019;(3)REJECTING OR ASSUMING AND ASSIGNING CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES;(4)APPROVING BUYER, SUCCESSFUL BIDDER, AND ANY BACK-UP BIDDERS, AS GOOD-FAITH PURCHASERS PURSUANT TO 11 U.S.C. § 363(m);(5)AUTHORIZING PAYMENT OF UNDISPUTED LIENS AND OTHER ORDINARY COSTS OF SALE, EXCEPT AS TO PURPORTED JUNIOR SECURED CREDITORS;** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **January 24, 2020**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (*date*) **January 24, 2020**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **January 24, 2020**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Mark Wallace, 411 W. 4th Street, Santa Ana, CA 92701

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.



January 24, 2020

Date

Kelly Adele

Printed Name

Signature

SERVICE LIST

Ice Energy Holdings, Inc.
1575 Sunflower Avenue
Costa Mesa, CA 92626-1532

Ice Bear SPV #1, LLC
650 Fifth Ave, 17th Floor
New York, NY 10019-6108

RREEF CPIF
1575 Sunflower, LLC
undeliverable

Santa Ana Division
411 West Fourth Street, Suite 2030
Santa Ana, CA 92701-4500

ACP Thule Investments LLC,
C/O ARGO Infr
650 Fifth Ave, 17/F
New York, NY 10019-6108

AES Mechanical
2171 Hwy 229 S
PO Box 780115
Tallassee, AL 36078-0014

ARC Document Solutions
345 Clinton St
Costa Mesa, CA 92626-6011

ASWB Engineering
4050 W. Metropolitan Drive, Suite 100
Orange, CA 92868-3502

AT&T EMD
PO Box 5014
Carol Stream, IL 60197-5014

AT&T Mobility EOD
PO Box 5085
Carol Stream, IL 60197-5085

Aaron Langley
21622 Marguerite Pkwy Apt 384
Mission Viejo, CA 92692-4420

Ack-Air Duct, LLC
PO Box 3721
Nantucket, MA 02584-3721

Agri-Plastics MFG.
7793 Younge St
Grassie, ON L0R 1M0CANADA

Aire Rite
15122 Bolsa Chica Street
Huntington Beach, CA 92649-1025

Airgas Inc
PO Box 102289
Pasadena, CA 91189-2289

Airwerks
13505 Yorba Ave, Suite S
Chino, CA 91710-5073

Airwest Air Conditioning
1886 S Santa Cruz St
Anaheim, CA 92805-6726

Alex Collins
75 Orchard Street
Salem, MA 01970-2456

Allied Electronics, Inc.
7151 Jack Newell Blvd South
Forth Worth, TX 76118-7037

Ally Bank
200 Civic Centre Drive
Sandy, UT 84070-4207

Ally Bank
200 West Civic Centre Drive
Sandy, UT 84070-4207

American Coil, Inc
PO Box 203152
Dallas, TX 75320-3152

Bartlett's Ocean View Farm
33 Bartlett Farm Rd
Nantucket, MA 02554-4341

American Express
PO Box 981535
El Paso, TX 79998-1535

Beach, Thomas J.
487 Flower Street
Costa Mesa, CA 92627-2311

Angela Fentiman
10823 Whipple St #9
North Hollywood, CA 91602-3267

BlueWave Venture Partners, Inc.
27702 Crown Valley Parkway, D4118
Ladera Ranch, CA 92694-0608

Angie Boyd
1240 Wilcox Ave. #16
Los Angeles, CA 90038-1474

Bryan Krueger Enterprises
31101 Via Cristal
San Juan Capistrano, CA 92675-2915

Aspen Refrigerants, Inc.
PO Box 952182
Dallas, TX 75395-2182

CIT Bank, N.A.
155 Commerce Way
Portsmouth, NH 03801-3243

Athens Services
PO Box 60009
City of Industry, CA 91716-0009

CT Corporation
818 W 7th St Number 930
Los Angeles, CA 90017-3407

B G Mechanical Service, Inc.
12 Second Ave
Chicopee, MA 01020-4625

California Dept. of Tax & Fee Admin
450 N. Street
Sacramento, CA 95814-4311

B2B Print Services
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

650 Town Center Drive, Suite 600, Costa Mesa, California 92626

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner indicated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **January 24, 2020**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **January 24, 2020**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **January 24, 2020**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Mark Wallace, 411 W. 4th Street, Santa Ana, CA 92701

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.



January 24, 2020

Kelly Adele

Date

Printed Name

Signature

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